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Attorney for Defendants

IN THE UNITED STATES DISTRICT COURT

DISTRICT OF UTAH, CENTRAL DIVISION

JOLENE GARNER,

Plaintiff,

v.

ASSET MANAGEMENT ASSOCIATES,
INC., a corporation

&

THERESA SHEFFIELD, individually,
Defendants.

STIPULATED SETTLEMENT AND
JUDGMENT WITHHELD

Judge David Nuffer

Case No. 10-cv-00965-CW

COMES NOW the Defendants, Asset Management Associates Inc., (“Asset Management”) and Theresa Sheffield, by and through their attorney of record, Laura J. Fuller, and the Plaintiff, Jolene Garner, represented by counsel Joshua R. Trigsted, and do hereby stipulate and agree as follows:

1. The parties to this action agree to this Stipulated Settlement and Judgment Withheld pending completion of all payments with no fault or liability admitted.
 2. The parties to this action stipulate and agree that the Plaintiff is owed by the Defendant the
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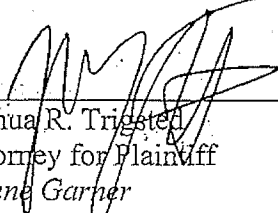
sum total of \$5,000.00, and do agree to the following terms.

3. Defendant Asset Management Associates Inc. shall pay to the Plaintiff the sum total of \$5,000.00, by making payments in the amount of \$1,000.00 per month due on or before the 10th day of each month beginning on January 10th, 2013, and continuing each month thereafter until the matter has been paid in full on or before May 10th, 2013. There will be no additional interest and/or fees owed by Defendants.
4. If payment is not received at the court by the tenth of each month, Plaintiff's attorney must notify Defendant in writing that funds have not been received and allow Defendant a five day grace period to rectify the error.
5. Defendant will pay the court directly so an accurate record is kept.
6. Defendants agree to release Plaintiff of all debt currently owed.
7. Plaintiff shall release all liability of any kind, on the part of Theresa Sheffield, Asset Management Inc., and any employees of Asset Management Inc., prior to the date the stipulated agreement is signed.
8. Parties agree there will be no removal of credit entries. Asset Management's license does not allow for the removal of the credit entries unless there was a mistake or error and parties agree here, there was no mistake or error in the entries submitted.
9. Parties agree to a cessation of contacts by both parties, including third party contact, with regard to this complaint, upon completion of payments.
10. Upon Defendant Asset Management Inc. paying said \$ 5,000.00 as outlined above, Plaintiff will file a Dismissal of Actions, *with* prejudice, of all current and future federal, state, and FDCPA, claims against both Defendants Theresa Sheffield personally and Asset

Management Inc.

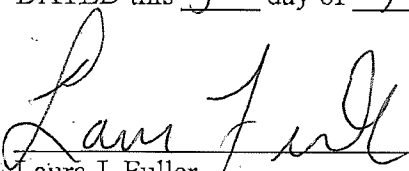
11. Dismissal must be filed with the court within thirty days of final payment being received by the court.

DATED this 3rd day of January, 2012.



Joshua R. Triggsted
Attorney for Plaintiff
Jolene Garner

DATED this 3rd day of January, 2012.



Laura J. Fuller
Attorney for Defendants
Asset Management Associates Inc. & Theresa Sheffield

CERTIFICATE OF SERVICE

I hereby certify that on January 4, 2012 the forgoing STIPULATED SETTLEMENT AND JUDGEMENT WITHELD was filed via the Court's CM/ECF electronic filing system causing it to be served on the following party:

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Attorney for Plaintiff

/s/Laura J. Fuller
Laura J. Fuller
Attorney for the Defendants